

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

TURNER CONSTRUCTION COMPANY,)	
)	
Third-Party Plaintiff Assignee,)	
)	
v.)	Case No. 1:17-cv-799 (LMB/TCB)
)	
WENDEL WD ARCHITECTURE,)	
ENGINEERING, SURVEYING & LANDSCAPE)	
ARCHITECTURE, P.C.,)	
)	
and)	
)	
WENDEL ARCHITECTURE,)	
ENGINEERING, SURVEYING & LANDSCAPE)	
ARCHITECTURE, INC.)	
)	
Third-Party Defendants.)	
)	

PROTECTIVE ORDER

On or about July 14, 2017, Turner Construction Company (“Turner”) filed a lawsuit against the Washington Metropolitan Transit Authority (“WMATA”), claiming that WMATA was responsible for certain delays on the construction of a bus facility in Virginia. WMATA filed a counterclaim and third-party complaints against Turner (the design-builder) and its project teammates Wendel WD Architecture, Engineering, Surveying, & Landscaping, P.C., Wendel Architecture, Engineering, Surveying, & Landscaping, Inc. (collectively, “Wendel”) (the architect and engineer of record), and Iskalo CBR, LLC (the developer) asserting that Turner and its teammates were instead responsible for the delays and other damages.

Turner and WMATA reached a confidential settlement agreement resolving all claims between them, and as a result, WMATA has been dismissed from this litigation. For those claims that WMATA previously asserted against Wendel that WMATA agreed to assign to Turner by

way of the settlement, the Turner/WMATA settlement agreement included a separate rider that WMATA agreed could be shared with Wendel (the “Rider”). Turner has already provided Wendel with a complete and unredacted copy of the Rider.

Wendel has requested that WMATA and Turner produce the fully executed, unredacted Turner/WMATA settlement agreement in its entirety, including signature pages and all exhibits. Although WMATA believes that Wendel has not stated a good reason for obtaining the entire Turner/WMATA settlement agreement, it has agreed to provide one copy of the entire agreement under conditions which the Court finds reasonable. Accordingly, it is hereby

ORDERED that:


- a. WMATA will provide one hard copy of the entire Turner/WMATA settlement agreement, including signature pages and all exhibits, to Wendel’s counsel Peter Abdella by overnight mail.
- b. Wendel’s counsel (Peter Abdella, Jessica Myers, and James Walker) may review and discuss the Turner/WMATA settlement agreement among themselves, subject to the terms set forth below:
 - 1) Wendel’s counsel shall make no copies or transcriptions of the Turner/WMATA settlement agreement.
 - 2) Mr. Abdella will return to WMATA the hard copy of the Turner/WMATA settlement agreement within 45 days after the final resolution of this action, or any related actions, including any appeal.
 - 3) Wendel’s counsel may read the Turner/WMATA settlement agreement in its entirety by telephone, videoconference, or similar means, to David Duchscherer of Wendel and to Nancy Rigassio and Ann Kreidler of AXA-XL, Wendel’s professional insurance carrier for this matter, or may allow these three individuals to view the hard copy document in person with Wendel’s counsel, subject to the terms of this stipulated order that the Turner/WMATA settlement agreement may not be copied, retained, or transcribed by those three individuals.
 - 4) Should Wendel request that the Court require Turner and/or WMATA to provide additional access to or use of the Turner/WMATA settlement agreement, WMATA or Turner may oppose any such request, including

- 5) Should Wendel seek the right to move to reopen discovery and compel production from Turner related to the settlement agreement, or to otherwise pursue access to the full Turner/WMATA settlement agreement for use in this action, Turner or WMATA may oppose such motions.

The Clerk is directed to forward copies of this Protective Order to counsel of record.

Entered this 13th day of September, 2019.

Alexandria, Virginia

/s/ 
 Leonie M. Brinkema
 United States District Judge